

SETTLEMENT AGREEMENT AND GENERAL RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, in the amount of \$750,000.00 (Seven Hundred and Fifty Thousand dollars), in order to resolve and settle finally, fully, and completely all matters or disputes that now exist or may exist by reason of or arising out of, any of the matters, acts or omissions described or referred to in the case entitled JAVIER OVANDO v. TAMAR TOISTER, COUNTY OF LOS ANGELES, et al., Los Angeles Superior Court Case No. BC237276, (hereinafter referred to as the "LAWSUIT") or any other matter of whatever nature, whether known or unknown, occurring prior to the date of this Settlement Agreement and General Release (hereinafter "RELEASE") between JAVIER OVANDO (hereinafter "OVANDO") and the COUNTY OF LOS ANGELES, which includes the TAMAR TOISTER, (hereinafter collectively referred to as "COUNTY"), OVANDO and COUNTY enter into this RELEASE.

The parties further agree that OVANDO and COUNTY desire to bring said disputes, LAWSUIT and controversies to a conclusion, and to avoid the further incurring of costs and expenses incident to their prosecution and defense.

I. DISPOSITION OF CLAIMS AGAINST COUNTY AND RELEASE

A. This RELEASE shall not in any way be construed as an admission by COUNTY of any unlawful or wrongful acts or other liability whatsoever in favor of OVANDO or any other person. COUNTY specifically disclaims any liability to, or wrongful acts against OVANDO or any other person.

B. OVANDO represents that he has not filed any other actions, lawsuits, claims, complaints or charges other than those which were predicate to the LAWSUIT against

COUNTY, including any of its officers, directors, agents, employees, or representatives, with any state or federal court or local, state or federal agency, based on events occurring prior to the date of execution of this RELEASE. OVANDO specifically represents that he will not in the future file, prosecute, participate in, instigate or encourage the filing of any actions, lawsuits, claims, complaints, or charges by any party in any state or federal court or local, state or federal agency, except as required by law, claiming that COUNTY have violated any local, state, or federal laws, statutes, ordinances or regulations concerning any allegations, whether in law or in equity, or tortious conduct and/or violation of contractual relationships of any kind, and/or any statutory violations, or any state or federal constitutional provision, based upon any events or incidents occurring prior to the date of execution of the RELEASE which were or could have been alleged as part of this LAWSUIT.

C. COUNTY has been advised of a lien for attorneys' fees by OVANDO's appellate attorneys, Norris & Galanter LLP (N & G). OVANDO and his attorney's of record, Moreno, Becerra & Casillas, acknowledge and agree that any obligation to pay attorneys' fees to OVANDO's appellate attorneys, N & G, is OVANDO's and his attorneys of record alone. OVANDO agrees to hold COUNTY and its attorneys of record harmless from any and all obligations to pay attorneys' fees and any and all liens, including those of which COUNTY is unaware.

D. OVANDO expressly waives, abandons, and relinquishes the recovery of any and all costs or attorneys' fees that are compensable under any and all State or Federal laws and/or fee-shifting statutes, including, but not limited to Code of Civil Procedure section 1021.5. OVANDO agrees to waive and dismiss any and all claims for all accrued costs, expenses and

attorneys' fees that are recoverable under any federal or state law authorizing an award of attorneys' fees or costs.

E. OVANDO agrees that upon receipt of the check described in paragraph F, counsel for OVANDO will execute and deliver to counsel for COUNTY, a Request for Dismissal with Prejudice for the entirety of the LAWSUIT. COUNTY agrees to file the Request for Dismissal upon transfer of the settlement draft to OVANDO's counsel. OVANDO agrees to take all further steps and to execute any other documents which may be necessary to effect a dismissal with prejudice of this LAWSUIT, and will immediately cause such documents to be sent to counsel for COUNTY.

F. In consideration for the promises set forth herein, the parties, through their attorneys of record will exchange the original of this RELEASE executed by them and Moreno, Becerra, ^{JS}~~Gutierrez~~ & Casillas and Norris & Galanter will submit a executed W-9 Forms in exchange for a check in the amount of \$750,000.00 (Seven Hundred and Fifty Thousand dollars) made payable to "Moreno, Becerra, ^{JS}~~Gutierrez~~ & Casillas law firm and Norris & Galanter law firm and Javier Ovando."

OVANDO agrees that the foregoing payments shall constitute the entire amount of monetary consideration provided to him under this RELEASE and that he will not seek any further compensation for any other claimed damage, costs, or attorney's fees in connection with the matters encompassed in this RELEASE. OVANDO further agrees that the settlement requires approval by the Board of Supervisors prior to disbursement of the settlement check.

No taxes shall be withheld from these sums. In the event that any governmental agency asserts that OVANDO is liable for taxes on account of the sums of money to be received by

OVANDO pursuant to this RELEASE, OVANDO agrees that he will pay any and all taxes which may be due on account of the sums of money received pursuant to this RELEASE, and that COUNTY shall not be liable for any portion of any such taxes. OVANDO further agrees that he shall indemnify and hold COUNTY and their attorneys harmless from and for any and all claims, obligations and/or liability on account of any and all taxes due on account of the payments to OVANDO and his attorney, of the sums of money specified in this RELEASE.

G. OVANDO hereby, irrevocably and unconditionally, releases, acquits and forever discharges COUNTY of and from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature, which he has or may have against the COUNTY by reason of or arising out of, any of the matters, acts or omissions described or referred to in the LAWSUIT or any other matter of whatever nature, whether known or unknown, occurring prior to the date of this RELEASE.

H. OVANDO expressly waives and relinquishes all rights and benefits afforded by §1542 of the Civil Code of California, and does so understanding and acknowledging the significance and consequences of such specific waiver of § 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or his favor at the time of executing the release, which if known by him or his must have materially affected his or his settlement with the debtor."

Thus, notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release, OVANDO expressly acknowledges that this RELEASE is also intended to include in its effect, without limitations, all claims or causes of action which he does not know or

expect to exist in his favor at the time of the execution hereof, and that this RELEASE contemplates the extinguishment of any such claims, or causes of action.

II. GENERAL PROVISIONS

A. OVANDO and COUNTY shall each bear their own costs, expenses and attorneys' fees incurred in connection with any claims that are the subject of this RELEASE made by OVANDO against COUNTY, and each of the parties hereto expressly waives, abandons and relinquishes any claim for recovery of any such costs, expenses or attorneys' fees including any and all attorneys' fees or costs recoverable under any and all federal or state laws or statutes from the other party.

B. OVANDO and COUNTY reserve any and all rights either may have to enforce this RELEASE whether at law, in equity or otherwise. In the event there is a dispute with respect to whether any party hereto has breached any of the terms of this RELEASE, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

C. OVANDO and COUNTY agree to do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this RELEASE and protect the respective rights of the parties to this RELEASE.

D. No waiver of any breach of any term or provision of this RELEASE shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

E. OVANDO and COUNTY represent and agree that each has carefully read and fully understand all of the provisions of this RELEASE, and that they voluntarily, and without any duress or undue influence, enters into this RELEASE.

F. OVANDO and COUNTY affirm that, prior to execution of this RELEASE, each has consulted with counsel concerning the terms and conditions set forth herein.

G. This RELEASE may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

H. This RELEASE is subject to approval by the County of Los Angeles Claims Board and the County of Los Angeles Board of Supervisors and has no force or effect until it has been approved by the County of Los Angeles Claims Board and the County of Los Angeles Board of Supervisors. COUNTY agrees to act diligently by presenting the RELEASE for approval within a reasonably timely manner.

I. This RELEASE contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this RELEASE. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this RELEASE, not expressly set forth in this RELEASE, are of no force or effect.

J. The date of the last signature placed hereon shall hereinafter be known as the "Execution Date" of this RELEASE.

K. Should any of the provisions herein be determined to be invalid by the Court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of other provisions herein.

L. This RELEASE shall be governed and construed by California law, including local California choice of law provisions.

M. The parties to this RELEASE represent that this RELEASE may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this RELEASE or to enforce the provisions of this RELEASE.

IN WITNESS WHEREOF, the undersigned do hereby execute this RELEASE:

Dated: 6/3/09, 2009

Javier Ovando
JAVIER OVANDO

APPROVED AS TO FORM AND CONTENT:

Gutierrez, Preciado & House, LLP

Dated: 6/5/09, 2009

By: Nohemi G. Ferguson
Nohemi G. Ferguson
Attorneys for Defendants, COUNTY
OF LOS ANGELES and TAMAR
TOISTER

Moreno, Becerra, ^{Qu}~~Gutierrez~~ & Castillas

Dated: 6/3/09, 2009

By: Gregory W. Moreno
Gregory W. Moreno
Attorneys for Plaintiff,
JAVIER OVANDO